Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

Filing at a Glance

Company: Allmerica Financial Benefit Insurance Company

Product Name: Connections Auto SERFF Tr Num: HNVR-125386499 State: Arkansas

TOI: 19.0 Personal Auto SERFF Status: Closed State Tr Num: #10131327 \$50 Sub-TOI: 19.0001 Private Passenger Auto Co Tr Num: PA-AR-07592-61 State Status: Fees verified and

(PPA) received

Filing Type: Form Co Status: Reviewer(s): Alexa Grissom, Betty

Montesi, Brittany Yielding
Authors: Eleanor Doherty, Cheryl Disposition Date: 01/28/2008

Did to the Committee of

Richards, Susan Whitworth

Date Submitted: 12/17/2007 Disposition Status: Approved Effective Date (New): 11/01/2008

Effective Date Requested (New): 05/05/2008 Effective Date (New): 11/01

10/01/2008

State Filing Description:

General Information

Project Name: Connections Auto Status of Filing in Domicile: Authorized

Project Number:

Reference Organization: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 01/28/2008

State Status Changed: 01/28/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are submitting a revised Amendment of Policy Provisions to include expanded fraud language.

Company and Contact

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

Filing Contact Information

Sandy Nunez, Product Analyst snunez@hanover.com
440 Lincoln Street (508) 855-4369 [Phone]
Worcester, MA 01653 (508) 855-4311[FAX]

Filing Company Information

Allmerica Financial Benefit Insurance Company CoCode: 41840 State of Domicile: Michigan 440 Lincoln Street Group Code: 88 Company Type: Property &

Casualty

Worcester, MA 01653 Group Name: The Hanover Ins State ID Number:

Group

(508) 855-1000 ext. [Phone] FEIN Number: 23-2643430

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00 Retaliatory? No

Fee Explanation: 1 Form @ \$50.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Allmerica Financial Benefit Insurance Company \$0.00 12/17/2007

CHECK NUMBER CHECK AMOUNT CHECK DATE 0010131327 \$50.00 12/14/2007

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto Connections Auto/ Project Name/Number:

Correspondence Summary

Dispositions

Approved

Status Created By Created On Date Submitted

Alexa Grissom **Objection Letters and Response Letters**

Objection Letters Response Letters

Status **Created By** Created On Date Submitted **Responded By Created On Date Submitted**

01/28/2008

Alexa Grissom 01/17/2008 01/17/2008 Sandy Nunez Pending 01/17/2008 01/18/2008

Industry

Response

Alexa Grissom 12/20/2007 Sandy Nunez 01/18/2008 01/18/2008 Pending 12/20/2007

Industry Response **Filing Notes**

Subject **Note Type Created By** Created **Date Submitted**

On

01/28/2008

Effective Date Change to align with Note To Reviewer Eleanor Doherty 08/06/2008 08/06/2008

Rate/Rule Filing

ARk. Code Ann. 23-79-154 Note To Reviewer Sandy Nunez 01/15/2008 01/15/2008

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

Disposition

Disposition Date: 01/28/2008 Effective Date (New): 11/01/2008 Effective Date (Renewal): 10/01/2008

- Effective Date (New) changed from 05/05/2008 to 11/01/2008 and Effective Date (Renewal) changed from 05/05/2008

to 10/01/2008 by Grissom, Alexa on 08/07/2008.

Status: Approved

Comment:

Rate data does NOT apply to filing.

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property Casualty	Yes	
Supporting Document (revised)	Form With Changes Marked	Approved	Yes
Supporting Document	Form With Changes Marked	Approved	Yes
Form (revised)	Amendment of Policy Provisions - Arkansas	Approved	Yes
Form	Amendment of Policy Provisions - Arkansas	Approved	Yes

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 01/17/2008 Submitted Date 01/17/2008

Respond By Date
Dear Sandy Nunez,

This will acknowledge receipt of the captioned filing. Please review Act 373 of 2007 and amend the form for compliance. It refers to the aforemention code cite.

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

Response Letter

Response Letter Status Submitted to State

Response Letter Date 01/17/2008 Submitted Date 01/18/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: Dear Ms. Grissom,

Per our conversation, please note that the ISO Personal Auto Policy PP 00 01 06 98 includes loss of use in it's definition of physical damage. Under Definitions, item H. the text reads:

H. "Property damage" means physical injury to, destruction of or loss of use of tangible property.

In addition, we have revised the Amendment of Policy Provisions to remain in compliance with Act 373 of 2007. We have attached the revised form for your review.

Just let me know if you have any questions or need any further information.

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

Sandy

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Form With Changes Marked

Comment:

Form Schedule Item Changes

Form Name	Form	Edition	Form Type	Action	Action	Readability	/ Attach
	Number	Date			Specific	Score	Document
					Data		
Amendment of Policy	231-2620	05 08	Endorsement/Amendment	ntReplaced	AR-PC-	0	Amendme
Provisions - Arkansas			/Conditions		07-02533	4	nt of
							Policy
							Provisions
							-Arkansas
							231-2620
							05 08
							CLEpdf
Previous Version							
Amendment of Policy	231-2620	05 08	Endorsement/Amendme	ntReplaced	AR-PC-	0	Amendme
Provisions - Arkansas			/Conditions		07-02533	4	nt of
							Policy
							Provisions
							-Arkansas
							231-2620

05 08.pdf

No Rate/Rule Schedule items changed.

Sincerely,

Cheryl Richards, Eleanor Doherty, Susan Whitworth

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 12/20/2007 Submitted Date 12/20/2007

Respond By Date Dear Sandy Nunez,

This will acknowledge receipt of the captioned filing. Please add loss of use to your definition of physical damage. Additionally, you must comply with ARk. Code Ann. 23-79-154.

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

Response Letter

Response Letter Status Submitted to State

Response Letter Date 01/18/2008 Submitted Date 01/18/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: Dear Ms. Grissom,

Please see our response submitted today, January 18, 2008.

Thanks, Sandy

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

No Rate/Rule Schedule items changed.

Sincerely,

Cheryl Richards, Eleanor Doherty, Susan Whitworth

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

Note To Reviewer

Created By:

Eleanor Doherty on 08/06/2008 09:23 AM

Subject:

Effective Date Change to align with Rate/Rule Filing

Comments:

Good Morning Alexa,

We wish to revise the effective date of this form filing to 11/01/08 new business; 10/1/08 renewal business to align with the effective dates of our rate/rule filing (HNVR-125632061; PA-AR-08269-61R) which was approved yesterday 8/5/08.

Thank you for your assistance with this request.

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

Note To Reviewer

Created By:

Sandy Nunez on 01/15/2008 07:00 PM

Subject:

ARk. Code Ann. 23-79-154

Comments:

Ms. Grissom,

Could you give me some clarification on the above code? This appears to pertain to Health filings, not property and casualty.

Is there another code that applies?

Thanks!

Sandy

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

Form Schedule

Review	Form Name	Form #	Edition	Form Type Action	Action Specific Readability	Attachment
Status			Date		Data	
Approved	Amendment of	231-2620	05 08	Endorseme Replaced	Replaced Form #:0.00	Amendment
	Policy Provisions	;		nt/Amendm	231-2620 10 07	of Policy
	- Arkansas			ent/Conditi	Previous Filing #:	Provisions-
				ons	AR-PC-07-	Arkansas
					025334	231-2620 05
						08 CLEpdf

AMENDMENT OF POLICY PROVISIONS - ARKANSAS

I. Definitions

The **Definitions** Section is amended as follows:

- **A.** Definition **K.** is replaced by the following:
 - "Newly acquired auto":
 - "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.
 - 2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
 - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 20 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 20 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 20 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

- **B.** The following is added to Definition **J.:**
 - 5. With respect to Coverage For Damage To Your Auto only, any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing.

II. Part A - Liability Coverage

Part A is amended as follows:

A. The following is added to Paragraph **A.** of the **Insuring Agreement** Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, we will provide primary insurance for a vehicle you do not own if:

- **1.** A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - **b.** To demonstrate the vehicle; or
- 2. The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

III. Part B – Medical Payments Coverage

Part B is amended as follows:

A. The following is added to Paragraph A. of the **Insuring Agreement:**

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, we will provide primary insurance for a vehicle you do not own if:

- **1.** A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - **a.** For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. To demonstrate the vehicle; or
- 2. The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

IV. Part D - Coverage For Damage To Your Auto

Part **D** is amended as follows:

A. The following is added to Paragraph **A.** of the **Insuring Agreement** Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The following is added to Paragraph **C.2.** of the **Insuring Agreement** Provision:

However, "non-owned auto" does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.

C. Exclusion **8.** is replaced by the following: We will not pay for:

- 8. Loss to:
 - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (8.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- **b.** "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 20 days after you become the owner.
- **D.** The last sentence of the **Payment Of Loss** Provision is replaced by the following:

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered auto" or any "nonowned auto" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

- 1. Applicable taxes:
- 2. License fees; and
- 3. Other fees;

actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

E. The **Other Sources Of Recovery** Provision is replaced by the following:

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a "nonowned auto" shall be excess over any other collectible source of recovery including, but not limited to:

- Any coverage provided by the owner of the "non-owned auto";
- **2.** Any other applicable physical damage insurance:
- Any other source of recovery applicable to the loss.

However, we will provide primary insurance for a vehicle you do not own if:

- **1.** A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. To demonstrate the vehicle; or
- 2. The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.
- **F.** The **Appraisal** Provision is replaced by the following:

APPRAISAL

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

- 1. Pay its chosen appraiser; and
- **2.** Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

V. Part F - General Provisions

Part **F** is amended as follows:

- A. We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in obtaining or maintaining this policy or in connection with any accident or loss for which coverage is sought under this policy. The Fraud Provision does not apply to Part A Liability Coverage.
- B. The following is added to the Our Right To Recover Payment Provision:

OUR RIGHT TO RECOVER PAYMENT

We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.

C. The **Termination** Provision of Part **F** is replaced by the following:

TERMINATION

Cancellation

This policy may be cancelled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - **b.** Giving us advance written notice of the date cancellation is to take effect.
- **2.** We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - **a.** At least 10 days notice if cancellation is for nonpayment of premium; or
 - **b.** At least 20 days notice in all other
- **3.** After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - **b.** If the policy was obtained through material misrepresentation; or
 - **c.** If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we may not cancel under Paragraph (B.3.c.) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

- 1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- 2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

- We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

- a. You cancel this policy because:
 - (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
 - (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or

- (3) You are entering the armed forces of the United States of America; or
- (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
 - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
 - **(b)** Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.
- **b.** You cancel this policy but there remains in force with us a policy in your name insuring another auto.
- c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

The effective date of cancellation stated in the notice shall become the end of the policy period.

VI. Snowmobile Endorsement Amendment

If the Snowmobile endorsement is attached to this policy, the provisions of the Snowmobile endorsement apply except as follows:

Paragraph **D.** of the **Definitions** Section is replaced by the following:

- **D.** The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:
 - **1.** Any "snowmobile" shown in the Schedule or in the Declarations.
 - 2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
 - **a.** Acquire the "snowmobile" during the policy period; and
 - **b.** Ask us to insure it within 20 days after you become the owner.

- 3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (3.) does not apply to Coverage For Damage To Your Auto.

VII.Named Non-Owner Coverage Endorsement Amendment

If the Named Non-Owner Coverage endorsement is attached to this policy, the provisions of the Named Non-Owner Coverage endorsement apply except as follows:

Paragraph **B.** of the **Definitions** Section is replaced by the following:

B. The Definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- **b.** A pickup or van that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
 - **(b)** For farming or ranching.

This provision applies only:

- a. If you acquire the vehicle during the policy period; and
- b. For 20 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

Rate Information

Rate data does NOT apply to filing.

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 01/28/2008

Property & Casualty

Comments:

Attachments: Transmittal.pdf

Forms Filing Schedule.pdf

Review Status:

Satisfied -Name: Form With Changes Marked Approved 01/28/2008

Comments: Attachment:

Amendment of Policy Provisions-Arkansas 231-2620 05 08 DRA..pdf

Property & Casualty Transmittal Document

1.	Reserved for Insurance Dept. Us	se Only		2. Ins	urance [Department	Use c	only	
				a. Da	te the filir	ng is received	d:		
				b. Ana	alyst:				
				c. Dis	position:				
				d. Da	te of disp	osition of the	filing	<u> </u>	
				e. Effe	ective dat	te of filing:			
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Effective March 1, 2007
18. Company's Date of Filing 19. Status of filing in domicile □ Not Filed □ Pending □ Authorized □ Disapproved
19. Status of filling in dofficile Not Filed Ferfully Authorized Disapproved
Property & Casualty Transmittal Document—
20. This filing transmittal is part of Company Tracking # PA-AR-07592-61
21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
We are submitting a revised Amendment of Policy Provisions to include expanded fraud language.
Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: 0010131327 Amount: 50.00

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

Refer to each state's checklist for additional state specific requirements or instructions on

calculating fees.

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
(Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking # PA-AR-07592-61							
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) N/A							
3.	/Description/Symposis Include edition		Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state			
01	Amendment of Policy Provisions - Arkansas	231-2620 05 08	☐ New ☐ Replacement ☐ Withdrawn	231-2620 10 07	AR-PC-07-025334			
02			New Replacement Withdrawn					
03			New Replacement Withdrawn					
04			New Replacement Withdrawn					
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09			New Replacement Withdrawn					
10			☐ New ☐ Replacement ☐ Withdrawn					

AMENDMENT OF POLICY PROVISIONS - ARKANSAS

I. Definitions

The **Definitions** Section is amended as follows:

- **A.** Definition **K.** is replaced by the following:
 - "Newly acquired auto":
 - "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.
 - 2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
 - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 20 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 20 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 20 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

- **B.** The following is added to Definition **J.**:
 - 5. With respect to Coverage For Damage To Your Auto only, any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing.

II. Part A - Liability Coverage

Part A is amended as follows:

A. The following is added to Paragraph A. of the Insuring Agreement Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, we will provide primary insurance for a vehicle you do not own if:

- a A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - 4a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - 2b. To demonstrate the vehicle; or
- 2. The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

then we will provide primary insurance.

III. Part B – Medical Payments Coverage

Part B is amended as follows:

A. The following is added to Paragraph A. of the Insuring Agreement:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, we will provide primary insurance for a vehicle you do not own if:

- a A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - 4a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - 2b. To demonstrate the vehicle; or
- The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

then we will provide primary insurance.

IV. Part D – Coverage For Damage To Your Auto

Part **D** is amended as follows:

A. The following is added to Paragraph **A.** of the **Insuring Agreement** Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

with it's permission

B. The following is added to Paragraph **C.2.** of the **Insuring Agreement** Provision:

However, "non-owned auto" does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.

C. Exclusion 8. is replaced by the following:

We will not pay for:

- 8. Loss to:
 - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (8.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- **b.** "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 20 days after you become the owner.
- **D.** The last sentence of the **Payment Of Loss** Provision is replaced by the following:

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered auto" or any "nonowned auto" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

- 1. Applicable taxes;
- 2. License fees; and
- 3. Other fees:

actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

E. The **Other Sources Of Recovery** Provision is replaced by the following:

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a "nonowned auto" shall be excess over any other collectible source of recovery including, but not limited to:

- Any coverage provided by the owner of the "non-owned auto";
- Any other applicable physical damage insurance;
- Any other source of recovery applicable to the loss.

However, we will provide primary insurance for a vehicle you do not own if:

- a A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - 4a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - 2b. To demonstrate the vehicle; or
- The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

then we will provide primary insurance.

F. The Appraisal Provision is replaced by the following:

APPRAISAL

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

- 1. Pay its chosen appraiser; and
- **2.** Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

V. Part F - General Provisions

Part **F** is amended as follows:

- A. We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in obtaining or maintaining this policy or in connection with any accident or loss for which coverage is sought under this policy. The Fraud Provision does not apply to Part A Liability Coverage.
- B. The following is added to the Our Right To Recover Payment Provision:

OUR RIGHT TO RECOVER PAYMENT

We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.

C. The **Termination** Provision of Part **F** is replaced by the following:

TERMINATION

Cancellation

This policy may be cancelled during the policy period as follows:

- The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
- **2.** We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - **a.** At least 10 days notice if cancellation is for nonpayment of premium; or
 - **b.** At least 20 days notice in all other
- **3.** After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If the policy was obtained through material misrepresentation; or
 - c. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we may not cancel under Paragraph (B.3.c.) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

- 1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- 2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

- We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

- a. You cancel this policy because:
 - (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
 - (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or

- (3) You are entering the armed forces of the United States of America; or
- (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
 - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
 - **(b)** Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.
- b. You cancel this policy but there remains in force with us a policy in your name insuring another auto.
- c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

The effective date of cancellation stated in the notice shall become the end of the policy period.

VI. Snowmobile Endorsement Amendment

If the Snowmobile endorsement is attached to this policy, the provisions of the Snowmobile endorsement apply except as follows:

Paragraph **D.** of the **Definitions** Section is replaced by the following:

- **D.** The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:
 - **1.** Any "snowmobile" shown in the Schedule or in the Declarations.
 - 2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
 - **a.** Acquire the "snowmobile" during the policy period; and
 - **b.** Ask us to insure it within 20 days after you become the owner.

- 3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (3.) does not apply to Coverage For Damage To Your Auto.

VII.Named Non-Owner Coverage Endorsement Amendment

If the Named Non-Owner Coverage endorsement is attached to this policy, the provisions of the Named Non-Owner Coverage endorsement apply except as follows:

Paragraph **B.** of the **Definitions** Section is replaced by the following:

B. The Definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- **b.** A pickup or van that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
 - **(b)** For farming or ranching.

This provision applies only:

- a. If you acquire the vehicle during the policy period; and
- **b.** For 20 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

Filing Company: Allmerica Financial Benefit Insurance Company State Tracking Number: #10131327 \$50

Company Tracking Number: PA-AR-07592-61

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Connections Auto
Project Name/Number: Connections Auto/

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Amendment of Policy Provisions - Arkansas	12/17/2007	Amendment of Policy Provisions- Arkansas 231- 2620 05 08.pdf
No original date	Supporting Document	Form With Changes Marked	12/17/2007	Amendment of Policy Provisions- Arkansas 231- 2620 05 08 Marpdf

AMENDMENT OF POLICY PROVISIONS - ARKANSAS

I. Definitions

The **Definitions** Section is amended as follows:

A. Definition **K.** is replaced by the following:

"Newly acquired auto":

- "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.
- 2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
 - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 20 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 20 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 20 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

- **B.** The following is added to Definition **J.:**
 - 5. With respect to Coverage For Damage To Your Auto only, any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing.

II. Part A - Liability Coverage

Part A is amended as follows:

A. The following is added to Paragraph A. of the Insuring Agreement Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

- For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
- 2. To demonstrate the vehicle;

then we will provide primary insurance.

III. Part B - Medical Payments Coverage

Part B is amended as follows:

A. The following is added to Paragraph A. of the **Insuring Agreement:**

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

- For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
- **2.** To demonstrate the vehicle; then we will provide primary insurance.

IV. Part D – Coverage For Damage To Your Auto

Part **D** is amended as follows:

A. The following is added to Paragraph **A.** of the **Insuring Agreement** Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The following is added to Paragraph **C.2.** of the **Insuring Agreement** Provision:

However, "non-owned auto" does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.

- **C.** Exclusion **8.** is replaced by the following: We will not pay for:
 - 8. Loss to:
 - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:

- (1) Cooking, dining, plumbing or refrigeration facilities:
- (2) Awnings or cabanas; or
- (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (8.) does not apply to a:

- **a.** "Trailer", and its facilities or equipment, which you do not own; or
- **b.** "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 20 days after you become the owner.
- **D.** The last sentence of the **Payment Of Loss** Provision is replaced by the following:

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered auto" or any "nonowned auto" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

- 1. Applicable taxes;
- 2. License fees; and
- **3.** Other fees:

actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

E. The **Other Sources Of Recovery** Provision is replaced by the following:

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a "nonowned auto" shall be excess over any other collectible source of recovery including, but not limited to:

- Any coverage provided by the owner of the "non-owned auto";
- Any other applicable physical damage insurance;
- **3.** Any other source of recovery applicable to the loss

However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

- For use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or
- 2. To demonstrate the vehicle:

then we will provide primary insurance.

F. The **Appraisal** Provision is replaced by the following:

APPRAISAL

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

- 1. Pay its chosen appraiser; and
- **2.** Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

V. Part F - General Provisions

Part F is amended as follows:

- A. We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in obtaining or maintaining this policy or in connection with any accident or loss for which coverage is sought under this policy. The Fraud Provision does not apply to Part A Liability Coverage.
- **B.** The following is added to the **Our Right To Recover Payment** Provision:

OUR RIGHT TO RECOVER PAYMENT

We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.

C. The **Termination** Provision of Part **F** is replaced by the following:

TERMINATION

Cancellation

This policy may be cancelled during the policy period as follows:

- **1.** The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - **b.** Giving us advance written notice of the date cancellation is to take effect.

- 2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - **b.** At least 20 days notice in all other cases.
- After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - **b.** If the policy was obtained through material misrepresentation; or
 - **c.** If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we may not cancel under Paragraph (B.3.c.) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

- 1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- **2.** 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

- We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

- a. You cancel this policy because:
 - (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
 - (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or
 - (3) You are entering the armed forces of the United States of America; or
 - (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
 - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
 - **(b)** Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.
- **b.** You cancel this policy but there remains in force with us a policy in your name insuring another auto.
- c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

VI. Snowmobile Endorsement Amendment

If the Snowmobile endorsement is attached to this policy, the provisions of the Snowmobile endorsement apply except as follows:

Paragraph **D.** of the **Definitions** Section is replaced by the following:

- **D.** The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:
 - Any "snowmobile" shown in the Schedule or in the Declarations.
 - 2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
 - **a.** Acquire the "snowmobile" during the policy period; and
 - b. Ask us to insure it within 20 days after you become the owner.
 - 3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - **b.** Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (3.) does not apply to Coverage For Damage To Your Auto.

VII. Named Non-Owner Coverage Endorsement Amendment

If the Named Non-Owner Coverage endorsement is attached to this policy, the provisions of the Named Non-Owner Coverage endorsement apply except as follows:

Paragraph **B.** of the **Definitions** Section is replaced by the following:

B. The Definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- b. A pickup or van that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

This provision applies only:

- a. If you acquire the vehicle during the policy period; and
- **b.** For 20 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

AMENDMENT OF POLICY PROVISIONS - ARKANSAS

I. Definitions

The **Definitions** Section is amended as follows:

A. Definition **K.** is replaced by the following:

"Newly acquired auto":

- "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.
- 2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
 - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 20 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 20 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 20 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.
- **B.** The following is added to Definition **J.:**
 - 5. With respect to Coverage For Damage To Your Auto only, any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing.

II. Part A – Liability Coverage

Part A is amended as follows:

A. The following is added to Paragraph **A.** of the **Insuring Agreement** Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

- For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
- **2.** To demonstrate the vehicle;

then we will provide primary insurance.

III. Part B - Medical Payments Coverage

Part B is amended as follows:

A. The following is added to Paragraph A. of the Insuring Agreement:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

- For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
- 2. To demonstrate the vehicle;

then we will provide primary insurance.

IV. Part D – Coverage For Damage To Your Auto

Part **D** is amended as follows:

A. The following is added to Paragraph **A.** of the **Insuring Agreement** Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The following is added to Paragraph **C.2.** of the **Insuring Agreement** Provision:

However, "non-owned auto" does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.

C. Exclusion **8.** is replaced by the following:

We will not pay for:

- 8. Loss to:
 - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;

- (2) Awnings or cabanas; or
- (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (8.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- **b.** "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 20 days after you become the owner.
- **D.** The last sentence of the **Payment Of Loss** Provision is replaced by the following:

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered auto" or any "nonowned auto" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

- 1. Applicable taxes;
- 2. License fees; and
- 3. Other fees:

actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

E. The **Other Sources Of Recovery** Provision is replaced by the following:

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a "nonowned auto" shall be excess over any other collectible source of recovery including, but not limited to:

- **1.** Any coverage provided by the owner of the "non-owned auto";
- Any other applicable physical damage insurance;
- **3.** Any other source of recovery applicable to the loss.

However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

 For use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or 2. To demonstrate the vehicle;

then we will provide primary insurance.

F. The **Appraisal** Provision is replaced by the following:

APPRAISAL

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

- 1. Pay its chosen appraiser; and
- **2.** Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

V. Part F - General Provisions

Part F is amended as follows:

- A. We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in obtaining or maintaining this policy or in connection with any accident or loss for which coverage is sought under this policy. The Fraud Provision does not apply to Part A Liability Coverage.
- **B.** The following is added to the **Our Right To Recover Payment** Provision:

OUR RIGHT TO RECOVER PAYMENT

We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.

C. The **Termination** Provision of Part **F** is replaced by the following:

TERMINATION

Cancellation

This policy may be cancelled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.

- 2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - **b.** At least 20 days notice in all other cases.
- 3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - **b.** If the policy was obtained through material misrepresentation; or
 - **c.** If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we may not cancel under Paragraph (B.3.c.) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

- 1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- **2.** 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

- We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

- a. You cancel this policy because:
 - (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
 - (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or
 - (3) You are entering the armed forces of the United States of America; or
 - (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
 - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
 - **(b)** Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.
- **b.** You cancel this policy but there remains in force with us a policy in your name insuring another auto.
- c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

VI. Snowmobile Endorsement Amendment

If the Snowmobile endorsement is attached to this policy, the provisions of the Snowmobile endorsement apply except as follows:

Paragraph **D.** of the **Definitions** Section is replaced by the following:

- **D.** The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:
 - Any "snowmobile" shown in the Schedule or in the Declarations.
 - 2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
 - **a.** Acquire the "snowmobile" during the policy period; and
 - b. Ask us to insure it within 20 days after you become the owner.
 - 3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - **b.** Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (3.) does not apply to Coverage For Damage To Your Auto.

VII.Named Non-Owner Coverage Endorsement Amendment

If the Named Non-Owner Coverage endorsement is attached to this policy, the provisions of the Named Non-Owner Coverage endorsement apply except as follows:

Paragraph **B.** of the **Definitions** Section is replaced by the following:

B. The Definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- b. A pickup or van that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

This provision applies only:

- a. If you acquire the vehicle during the policy period; and
- **b.** For 20 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.